

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

DISCOVER PROPERTY & CASUALTY  
COMPANY, et al.,

Plaintiffs,

- against -

NATIONAL FOOTBALL LEAGUE, et al.,

Defendants.

Index No. 652933/2012 E

**STIPULATION BETWEEN NFL  
PARTIES, AMERICAN  
GUARANTEE AND LIABILITY  
INSURANCE CO., AND  
ARROWOOD INDEMNITY CO.  
REGARDING BAD FAITH  
CLAIMS AND CONSENT**

WHEREAS, the National Football League and NFL Properties LLC (together, the “NFL Policyholders”) have filed an Amended Answer to Amended Complaint and Second Amended Counterclaims and Cross-claims (“Second Amended Pleading”);

WHEREAS, the NFL Policyholders entered into a class action settlement agreement dated June 25, 2014 and amended on February 13, 2015, resolving claims brought by numerous retired NFL football players (the “Class Settlement”);

WHEREAS, the Second Amended Pleading includes, among other counts, Count V – Cause of Action for Declaratory Relief as to Certain Insurers’ Bad Faith Refusal to Consent to the Class Settlement (“Bad Faith Count”). The Bad Faith Count is directed at a subset of the insurer parties to this litigation, including American Guarantee and Liability Insurance Company (“AGLIC”) and Arrowood Indemnity Company (“Arrowood”), based on, *inter alia*, each of their alleged refusals to consent to the Class Settlement or to waive lack of consent thereto as a coverage defense.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the NFL Policyholders, AGLIC, and Arrowood, by their undersigned counsel, as follows:

1. AGLIC and Arrowood each agrees, now and in the future, not to raise as a defense or argue that coverage is limited or eliminated with respect to the Class

Settlement on the grounds that the NFL Policyholders entered into the Class Settlement without AGLIC's or Arrowood's consent or that the NFL Policyholders voluntarily agreed to make any payments pursuant to the Class Settlement without AGLIC's or Arrowood's consent.

2. In light of the undertaking made by AGLIC and Arrowood in paragraph 1 above, the NFL Policyholders agree not to pursue or prosecute, now and in the future, Count V of the Second Amended Pleading against AGLIC or Arrowood in relation to the Class Action Settlement, or to otherwise argue that AGLIC or Arrowood refused to consent in bad faith to the Class Settlement.

3. This stipulation may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same agreement. Facsimile signatures shall have the same force and effect as originals.

SO STIPULATED:

New York, New York  
April 5, 2017

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*Counsel for Defendants American Guarantee  
and Liability Insurance Company and Arrowood  
Indemnity Company*

SO ORDERED:

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J.S.C.